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SOURCE	Hosp.	
EFF.	94	04/01
TERM.	96	03/31
No. OF EMPLOYEES	122	
NOMBRE D'EMPLOYÉS	58	

Collective Agreement

Between
 Hotel-Dieu Grace Hospital
 Windsor, Ontario
 and
 The Ontario Public Service
 Employees Union
 and its Local 142

Effective: April 1, 1994 to
 March 31, 1996



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Article 01 - Purpose

- 1.01 The **general purpose** of this Agreement is to establish and maintain collective bargaining relations between the Hospital and the employees covered by this Agreement, as described in Article 2.01; to provide for ongoing means of communication between the Union and the Hospital and the prompt disposition of grievances and the final settlement of disputes and to establish and maintain **mutually satisfactory salaries**, hours of work and other conditions of employment in accordance with the provisions of this Agreement.

It is **recognized** that employees wish to work together with the Hospital to **secure** the best possible care and health protection for patients.

Article 02 - Scope and Recognition

The Hospital **recognizes** the Union as the exclusive bargaining agent for all employees of **Hotel-Dieu Grace Hospital** in the City of Windsor employed in its **Medical Laboratories and Diagnostic Imaging / Radiological Departments and Respiratory Therapy and Echocardiography Services** in its **Cardiopulmonary Services Department** save and except supervisors, persons above the rank of supervisor, instructors, biochemists, **office** and clerical staff, students in training and **employees covered** by subsisting collective agreements,

Article 03 - Management Rights

- 3.01 The Union acknowledges the exclusive function of the Hospital to operate and manage the **Hospital** in all respects in accordance with its obligations and, subject to the express provisions of this Agreement without limiting the generality of the foregoing:
- (a) to **direct** the working force, including the right to hire, retire, suspend, transfer, classify, promote, demote, layoff, recall, **schedule** work, assign work, increase or decrease the work force, **assign** employees to shifts, discipline and discharge subject to the right of an employee to lodge a grievance as hereinafter provided,
 - (b) generally manage the Hospital at its sole and absolute discretion and, without restricting the generality of the foregoing, to determine the number and location of the Hospital's establishments, the services to be rendered, the methods, the work procedures, the kinds and locations of the Hospital equipment to be used, to select, control and **direct** the use of **all** materials required in **the** operation of the Hospital; to determine

the work and services to be provided and performed, and to make, alter and enforce **regulations** governing the use of materials, equipment, services and facilities as may be **deemed necessary** in the interest of the Hospital's patients and **public**.

(c) to maintain order, discipline and **efficiency**;

(d) to establish and enforce rules and regulations.

3.02 Without restricting or limiting the **generality** of the preceding sub-article, the Hospital shall retain all its right!; of management not inconsistent with the express provisions of this Agreement and will not exercise its rights or make or enforce regulations in a manner inconsistent with the provisions of this Agreement.

Article 04 - Definitions

4.01 The term "employee" when used in this Agreement shall **mean** a person employed by **the** Hospital within the bargaining unit described in Article 2.01 of this Agreement.

4.02 The term "Medical **Radiological** Technologist" when used in this Agreement shall mean an employee who is currently registered as **an** active member of the College of Medical Radiation Technologists (Ontario).

4.03 The term "Medical Laboratory Technologist" when used in this Agreement shall mean an employee who is currently registered as an active member of the College of Medical Laboratory Technologists of Ontario (**CMLTO**).

4.04 The term "Laboratory Assistant" when used in this **Agreement** shall mean an employee employed with the hospital's **Laboratory** Department who is not required to complete a training program for Laboratory Technologists and who is not required to be an active **member** of the **CMLTO**.

4.05 The term "Ultrasonographer" when used in this Agreement shall mean an employee who is currently registered as an active member of the American Registered Diagnostic Medical **Sonographer** (**ARDMS**) Society.

4.06 The term "Charge Technologist" when used in this **agreement** shall mean an employee in **a** position above a senior technologist within the **bargaining** unit.

4.07 The term "**probationary** employee" when used in this **Agreement** shall mean an employee who has not acquired seniority as defined in this Agreement.

- 4.08 The term “full-time employee” when used in this Agreement shall mean a regular employee who regularly works thirty-seven and one-half (37 1/2) hours weekly or an **average** of seventy-five (75) hours in a biweekly pay period, exclusive of a daily lunch period of one-half (1/2) hour.
- 4.09 The term “part-time employee” when used in this Agreement shall mean a regular employee who regularly works less than seventy-five (75) hours in a biweekly pay period, **exclusive** of a daily lunch period of one-half (1/2) hour.
- 4.10 The term “Senior Technologist” when used in this Agreement shall mean an employee employed in a position above an **MLT** or **MRT** within the bargaining unit.
- 4.11 The term “Registered **Respiratory** Therapist” when used in this Agreement shall mean an employee who currently holds a general certificate of the College of Respiratory Therapists of Ontario (**CRTO**).
- 4.12 The term “Non-Registered **Respiratory** Therapist” when used in this Agreement shall mean an employee who currently holds a graduate or **limited** certificate of the College of **Respiratory** Therapists of Ontario (**CRTO**).
- 4.13 The term “Non-Registered **Radiological** Technologist” when **used** in this Agreement shall mean an employee who has completed a training program of an **authorized** school of radiological technology but who is not registered by the College of Medical Radiation Technologists (**Ontario**).
- 4.14 The term “Non-Registered Laboratory Technologist” when used in this Agreement shall mean an employee who has completed a training program of an **authorized** school of medical technology or the equivalent, but who is not registered by the College of Medical Laboratory Technologists of Ontario (**CMLTO**).

Article 05 - No Discrimination or Harassment

- 5.01 The Hospital and the Union agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or **practiced** by any of their representatives with respect to any employee because of her membership or non membership in the Union or by reason of exercising **her** rights under the Collective Agreement.
- 5.02 (a) There shall be no discrimination **practiced** by reason of race!, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex (gender, **including** pregnancy), sexual orientation, age, marital status, family

status, or handicap (disability), as defined in Section 10 of the Ontario Human Rights Code.

- (b) Where application of this Agreement adversely affects an employee or group of employees on the grounds listed in 5.02 above, the parties will negotiate accommodation measures to eliminate discrimination, provided that the accommodation does not cause undue hardship on one party, as defined in Section 17 of the Ontario Human Rights Code.

5.03 Every employee who is covered by this Agreement has a right to freedom from harassment in the workplace in accordance with the Ontario Human Rights Code.

Article 06 - No Strike/ No Lockout

6.01 The Union agrees there shall be no strikes and the Hospital agrees there shall be no lockouts so long as this Agreement continues to operate. The term "strike" and "lockout" shall bear the meaning given them in the Ontario Labour Relations Act. It is also agreed that no employee employed within the bargaining unit described in Article 2.01 of this Agreement shall picket on the Hospital premises.

Article 07 - Union Security

7.01 The Hospital will deduct from each employee in the bargaining unit an amount equal to the regular monthly Union dues designated by the Union. The amount of the regular monthly dues shall be as certified to the Hospital by the Treasurer of the Union from time to time. The amounts so deducted shall be remitted by the Hospital to the Union's Director of Finance no later than the 15th of the month following the month in which such deductions were made. In consideration of the deducting and forwarding of Union dues by the Hospital, the Union agrees to indemnify and save harmless the Hospital against any claims or liabilities arising or resulting from the operation of this Article.

Article 08 - Representation and Committees

8.01 (a) Union Stewards

The Hospital agrees to recognize Union stewards to be elected or appointed from amongst employees in the bargaining unit for the purpose of handling grievances as provided under this Collective

Agreement. A Union steward shall suffer no loss of earnings for time spent during her regular scheduled working hours in performing the above duties, up to and including the arbitration stage.

The Union acknowledges that the stewards and members of the Negotiating **Committee** have regular **duties** to perform on behalf of the Employer, and that such persons will **not leave** their regular duties without first obtaining permission from their immediate supervisor. Permission from the supervisor shall not be unreasonably withheld. The employee will report to her immediate **supervisor** directly upon their completion of Union business and return to work.

- (b) The Employer acknowledges the right of the Union to appoint ~~or~~ otherwise select six (**6**) stewards at least one per unit, with the Chief Unit Steward(s) included from among the six. It is **recognized** that in the event of an absence of a steward due to vacation, illness, the movement of personnel **between** sites, or personal leave of absence, the Union, in advance of such **absence**, will advise the Director of Human Resources of an **alternate** steward who will be **recognized** in the absence of the regular steward.

It is agreed that no **more** than one person, acting on behalf of the Union, will be (absent at any one time from any one department.

- (c) As long as two sites **remain**, the Hospital will **endeavor** to schedule the highest elected official from both Diagnostic Imaging and the Laboratory, for a steady day shift, including weekends and holidays, subject to the staffing requirements of the Department. When two sites become one, it shall be the Local President. In the event the Hospital is unable to accommodate this provision, the Hospital will advise the affected Union official of the reasons.

8.02 Labour Management Committee

- (a) The parties mutually agree that there are **matters** that **would** be beneficial if discussed at a **Labour Management Committee** meeting during the term of this agreement. The committee shall be composed of three (**3**) members representing each party and shall meet at a time and place mutually satisfactory, The committee shall meet once **every two (2)** months, unless **agreed** otherwise. A request for a meeting hereunder will be made in **writing** at least fourteen (**14**) calendar days prior to the date proposed and an agenda of matters proposed to be discussed will be exchanged at least five (**5**) calendar days prior to the meeting.

- (b) The following provision applies to any **reorganization** or restructuring which occurs on or after the date of **ratification** by both parties. In the event of **reorganization** or restructuring of the Hospital, which will have **potential** adverse effects upon employees in the bargaining unit, the parties 'agree that they will discuss possible ways and means of avoiding or **minimizing** the impact, including:
- (i) Identifying and proposing possible **alternatives** to any action that the **Hospital** may propose taking;
 - (ii) Identifying vacant positions within the **Hospital** for which surplus members of the bargaining unit might qualify, and seeking ways to address on-the-job retraining needs of employees consistent with the Human Resource Reconfiguration Plan.

To allow the Labour Management Committee Meeting to carry out its mandated role under this Article 8.02 (b), the Hospital will provide the **Committee**, with pertinent financial and staffing information and with a copy of any **reorganization** plans which impact on the bargaining unit.

8.03 Negotiating i t t e e

The Hospital acknowledges the right of the Union to elect or appoint from the bargaining unit a Negotiating Committee composed of four (4) members. The purpose of the Negotiating Committee shall be to negotiate a renewal of this **Collective Agreement**. Where the Hospital participates in central bargaining, the purpose of the Negotiating Committee shall be to negotiate local issues as defined in this **Collective Agreement**.. At least one (1) employee shall be elected or appointed as a member of the Negotiating Committee from each of the Laboratory Unit and Radiology Unit of the Hospital. Negotiating Committee Members shall **suffer** no loss of earnings for time spent during their regular scheduled working hours while attending negotiation meetings with the Hospital up to and including the conciliation stage. The Hospital agrees to reschedule to a working day for members of the Negotiating Committee, any days off which have been **scheduled** for negotiations.

8.04 The Union agrees to provide and maintain an up-to-date list of all **Union** representatives (including **Union** stewards, Union executive and negotiation committee) to the Director of Human Resources or **designate**.

8.05 All new employees will **have** the opportunity to meet with a representative of the Union in the employ of **the** Hospital for a period of **twenty (20)** minutes during the employee's probationary period, without loss of regular earnings. The purpose of such meeting is to **acquaint** the employees with such

representative of the Union and the Collective Agreement. These interviews will be scheduled in advance, with the Hospital's knowledge and may be arranged collectively or individually by the Union.

Article 09 - Accident Prevention - Health & Safety Committee

- 9.01 The Hospital and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness.
- 9.02 Recognizing it's responsibilities under the applicable legislation, the Hospital agrees to accept as a member of it's Accident Prevention-Health and Safety Committee, one (1) representative per Committee selected or appointed by the Union from amongst bargaining unit employees.
- 9.03 Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- 9.04 The Hospital agrees to cooperate reasonably in providing necessary information to enable the Committee to fulfill its functions.
- 9.05 Meetings shall be held every second month or more frequently at the call of the Chair, if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- 9.06 The representative is appointed or selected in accordance with OPSEU policy. Time off for such representative(s) to attend meetings of the Accident Prevention-Health and Safety Committee in accordance with the foregoing, shall be granted and any representative(s) attending such meetings during their regularly scheduled hours of work, shall not lose regular earnings as a result of such attendance.
- 9.07 The Union agrees to endeavor to obtain the full cooperation of its membership in the observance of all safety rules, and practices.

Article 10 - Grievance Arbitration Procedure

- 10.01 It is the mutual desire of the parties hereto that complaints shall be adjusted as quickly as possible. Employees have the right, upon request, to the presence of a Union Steward at any stage of the grievance procedure, including the complaint stage, or at any time when formal discipline is imposed.

- 10.02 For the purpose of this Agreement, a grievance is defined as a difference arising between a member of the bargaining unit and the Hospital relating to the interpretation, applications, administration, alleged violation of the Agreement or whether a matter is **arbitrable**.
- 10.03 It is understood that an employee has no grievance until she has first given her immediate supervisor the opportunity of adjusting her complaint. Such complaint **shall** be discussed with her immediate supervisor **within** fourteen (14) calendar days from the event giving rise to the grievance, or from when the employee should have reasonably become aware of the event giving rise to the grievance and, failing settlement within seven (7) calendar days, it shall then be taken up as a grievance within the seven (7) calendar days following her immediate supervisor's decision in the following manner and sequence:

Step No. 1

The **employee** must submit the grievance in writing signed by her to her **immediate** supervisor and **may** be accompanied, if she so desires, by her Union steward. **The grievance** shall identify the nature of the grievance, the remedy sought, and the provisions of the Agreement which are alleged to have been violated. The, Department supervisor will deliver her decision in writing within seven (7) **calendar** days following the day on which the grievance was presented to her. Failing settlement, then:

Step No. 2

Within seven (7) calendar days following the decision in the immediately preceding step, the grievance may be submitted in writing to the Director of Human Resources or designate of the **Hospital**. A meeting will then be held between the Director of Human Resources or designate and Unit Manager and the **grievor**, steward and Union staff representative within seven (7) calendar days of the submission of the grievance at Step No. 2 unless extended by agreement of the parties, It is further understood that either party **may** have such reasonable **assistance** as they may desire at such meeting. The decision of the **Hospital** **shall** be delivered in writing within seven (7) calendar days following the **date** of such meeting.

10.04 Policy Grievance

A grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 2 within fourteen (14) calendar days following the **circumstances** giving rise to the grievance. It is expressly understood, however, 'that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which she could have instituted herself and the regular grievance procedure shall not be thereby bypassed.

Where the grievance is a Hospital grievance, it shall be filed with the Local Union President or designate.

10.05 Group Grievance

Where a number of employees have identical grievances and each one would be entitled to grieve separately, they may present a group grievance in writing, signed by each employee who is grieving to the Department Head or her designate within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred, The grievance shall then be treated as being initiated at Step No. 1 and the applicable provisions of this Article shall then apply with respect to the handling of such grievance.

10.06 Discharge Grievance

A claim by an employee that she has been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Hospital at Step No. 2 within seven (7) calendar days after the date of discharge is effected.

10.07 Failing settlement under the foregoing procedure, any grievance, including a question as to whether the grievance is arbitrable, may be submitted to arbitration as hereinafter provided. Of no written request for arbitration is received within fourteen (14) calendar days after the decision under Step No. 2 is given, the grievance shall be deemed to have been abandoned.

10.08 All agreements reached under the grievance procedure between the representatives of the Hospital, the representatives of the Union and the grievor(s) will be final and binding upon the Hospital, the Union, and the employee(s).

10.09 When either party requests that any matter be submitted to arbitration as provided in this Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time appoint a Nominee. Within seven (7) calendar days thereafter, the other party shall appoint its nominee, provided however, that if such party fails to appoint its nominee as herein required, the Ministry of Labour for the Province of Ontario, shall have power to make such appointment upon application thereto by the party invoking the arbitration procedure, The two nominees shall attempt to agree upon a Chairman of the Arbitration Board. If they are unable to agree upon such a Chairman within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a Chairman.

- 10.10 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance, unless the parties agree to a mediator/arbitrator.
- 10.11 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure unless agreed to by mutual parties.
- 10.12 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 10.13 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority, and where there is no majority, the decision of the chairman will be final and binding upon the parties hereto and the employee or employees concerned.
- 10.14 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the Chairman of the Arbitration Board.
- 10.15 The time limits set out in this Article are mandatory and failure to comply strictly with such time limits, except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned.
- 10.16 Wherever arbitration board is referred to in the agreement, the parties may mutually agree in writing to substitute a single arbitrator for the arbitration board at the time of reference to arbitration and the other provisions referring to arbitration board shall appropriately apply,

Article 11 - Letter of' Reprimand and Access to Files

- 11.01 Any letter of reprimand or suspension will be removed from the record of any employee eighteen (18) months following the receipt by the employee of such letter or suspension, provided that the employee's record has been discipline-free for such eighteen (18) month period.
- 11.02 Each employee shall have reasonable access to her file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein in the presence of the Employer, A copy of the evaluation will be provided to the employee at her request.

Article 12 - Seniority

- 12.01 Newly hired employees shall be considered to be on probation for a period of sixty (60) working days from date of last hire (450 hours worked for part-time employees). If retained after the probationary period, the employee shall be credited with seniority from date of last hire, With the written consent of the Hospital the probationary employee and the President of the Local Union or her designate, such probationary period may be extended. it is understood and agreed that any extensions to the probationary period will not exceed an additional sixty (60) working days (450 hours worked for part-time employees) or such lesser period as may be agreed by the parties.
- 12.02 Separate seniority lists shall be maintained for the Respiratory Department, Diagnostic Imaging Department and for the Laboratory Department and for part-time employees and for full-time employees within those departments. The seniority lists shall be brought up to date and posted twice per year as of June 30th and December 31st.
- 12.03 (a) The seniority list: will contain the employee's name, classification, department, date of hire and seniority which is expressed as a date for full-time! employees and as hours worked for part-time employees.
- (b) Notwithstanding Article 12.03 (a) seniority shall accrue during a pregnancy leave in accordance with the Employment Standards Act. For the purposes of pregnancy leave and parental leave, seniority accrual shall be determined by multiplying the average weekly hours over the 12 months preceding the leave, times the number of weeks the employee is absent due to a pregnancy leave up to a maximum of 17 weeks and/or the number of weeks the employee is absent due to a parental leave up to a maximum of 18 weeks, whichever is applicable.
- 12.04 Seniority shall be retained by an employee in the event she is transferred from full-time to part-time or vice versa. An employee whose status is changed from full-time to part-time shall receive credit for her seniority on the basis of 1762 hours worked for each year of full-time seniority. An employee whose status is changed from part-time to full-time shall receive credit for her seniority on the basis of one (1) year of seniority for each 1762 hours worked. It is understood that the maximum seniority accumulation for part-time employees in any one calendar year shall be 1762 hours.
- 12.05 (a) Effect of Absence
- (i) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Hospital, both seniority and service will accrue.

During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increments, vacation, sick leave, or any other benefit under any provision of the collective agreement or elsewhere, shall be suspended; the benefits concerned appropriately reduced on a pro-rata basis and the employee's anniversary date adjusted accordingly.

in addition, the employee will become responsible for full payment of subsidized employee benefits in which she is participating for the period of the absence. The employee may arrange with the Hospital to prepay the full premium of any applicable subsidized benefits in which she is participating during the period of the leave in excess of thirty (30) continuous days to ensure continuing coverage.

It is further understood that during such absence, credit for seniority shall be suspended and not accrued during the period of absence. Notwithstanding this provision, seniority shall accrue for a period of thirty (30) months if any employee's absence is due to disability resulting in WCB or LTD benefits.

- (ii) Notwithstanding Article 12.05 (a) (i), service and seniority will accrue for a maximum period of seventeen (17) weeks if an employee's absence is due to pregnancy leave and for a maximum period of eighteen (18) weeks if an employee's absence is due to a parental leave, In addition, the Hospital will continue to pay its share of the premiums of the subsidized employee benefits in which the employee is participating from seventeen (17) weeks from the commencement of the leave while the employee is on pregnancy leave and for up to eighteen (18) weeks from the commencement of the leave while the employee is on parental leave, unless the employee does not intend to pay her contributions.

- (b) The Hospital agrees to provide, in response to an employee's request her service and/or anniversary date.

12.06 An employee who is transferred to a position outside the bargaining unit for:

- (a) a period of less than (18) eighteen months or such longer period as the parties may agree upon; or,
- (b) a specific term of appointment, including temporarily replacing an employee outside of the bargaining unit

shall retain, but not accumulate seniority held at the time of transfer. In the event the **employee** is **returned** to a position in the bargaining unit within the time periods noted in (a) or (b) above, she shall be credited with seniority held at the time of transfer and shall resume accumulation from the date of her return to the bargaining unit.

- 12.07 An **employee** shall lose ail service and seniority and shall be **deerned** to have terminated if she:
- (a) leaves on her own **accord**;
 - (b) is discharged and the discharge is not reversed through the grievance or arbitration **procedure**;
 - (c) **has** been laid off without recall pursuant to Article 13.06 for twenty-four (24) months;
 - (d) is absent from scheduled work for a period of three (3) or more consecutive working days, without notifying the Hospital of such absence and providing a reason satisfactory to the Hospital;
 - (e) **fails** to return to work upon **termination** of an **authorized** leave of absence, vacation or suspension without **satisfactory** reason or utilizes a leave of absence, without permission, for purposes **other than** that for which the **leave** was granted;
 - (f) fails upon being **notified** of a recall, to signify her intent to return within ten (10) calendar days after she has received **the** notice of **recall** mailed by registered mail to the last known address according to the records of the Hospital and fails to report to work on the date and time indicated;
 - (g) is absent due to illness or disability for a period of thirty (30) months unless the employee has less than six (6) months service at: the time the illness or disability commenced and is not eligible for long term disability benefits. if the employee has **less** than six (6) months service at the time the illness or disability commenced and is not eligible for tong term disability benefits, this provision will apply after an **absence** equal to her length of service at the time the absence **commenced**.

Article 13 - Layoff and Recall

- 13.01 in the event of a proposed layoff at the Hospital of a permanent or long term (in excess of thirteen (13) weeks) nature, the Hospital will:

- (a) **Provide** the Union with no less than **30** calendar days notice of long-term layoffs and **no** less than three **(3)** months **notice** of permanent lay off.
- (b) Meet with the Union through the Labour Management Committee to review the following:
- the reason causing the layoff;
 - Service the Hospital will undertake after the layoff;
 - The method of implementation including the areas of cutback and the number of employees to be laid off;
 - Ways the Hospital can assist employees to find alternate employment.
- 13.02 Any agreement with the Union and the Hospital resulting from the above review concerning the method of implementation will take precedence **over** other **terms** of layoff in this **Agreement**.
- 13.03 in the event of layoff, **the** Hospital shall identify the department, classification and status (full-time, part-time) where the lay off is to occur. Layoffs shall be in inverse order of seniority within the department, classification and status **identified** above, providing that those employees who remain on the job have the qualifications and ability to perform the work. Employees shall be entitled to a minimum of one **(1)** month's notice in **the** event of a long-term or permanent lay off or longer notice **if** required under the provisions of the Employment **Standards** Act. It is further agreed **that** notice to both the Union and **the** employees may run concurrently.
- 13.04 An employee who is subject to layoff shall have the **right** to either:
- a) accept the layoff and be placed on the **recall** list for twenty-four **(24)** months, or;
 - b) displace **an** employee within their department who has lesser bargaining unit **seniority** and who is **the** least senior full-time or part-time employee in a lower or identical **paying** classification, **providing** such employee can perform the duties of the lower or identical paying classifications without training other than orientation, or;
 - c) displace an employee within any department who has lesser bargaining unit seniority and who is the least senior full-time or part-time **employee** in **a** lower or identical paying classification, providing such employee can perform the duties of the lower or identical paying classification without training other than orientation.

- 13.05 An employee who displaces an employee in a lower classification shall be placed, **after** a period of thirty (30) calendar days at a grid **level** in the new **classification** that represents the least possible decrease in wage.
- 13.06 **When** a permanent **full-time** or part-time vacancy occurs which the Hospital intends to fill, within a **24** month period following a lay off, employees shall be recalled from lay off, in order of seniority provided they have the qualifications and ability and are **able** to do the job within a reasonable **familiarization** period, before such vacancy is filled under the job posting procedure.
- 13.07 For the purposes of identifying the employees eligible for recall, it is agreed that;

Part-time employees displacing full-time employees are not deemed laid off, thus **are** not eligible for recall,

Full-time or part-time employees who have either displaced an employee in a lower classification, or have been recalled into a lower classification are deemed **laid off** from their classification and are eligible for recall into full-time or part-time vacancies that arise within their **pre-lay** off classification, provided such vacancy **arises** within **24** months of the lay off.

Full-time employees displacing part-time employees in the same classification are deemed laid off from full-time employment, and are eligible for recall into full-time vacancies that arise within twenty-four (**24**) months of the layoff.

Part-Time employees **displacing** other **part-time** employees within their classification are not deemed laid off, thus are not eligible for recall.

Notwithstanding Article 13.06, employees who have been displaced from a **department** shall have first opportunity to return to a vacancy within that **department** should it become vacant within **24** months of the lay off, prior to considering any **other** employee who is deemed "laid off" provided that the employee remains qualified and able to perform the **duties** of her former position.

- 13.08 The Hospital shall notify the employee of recall opportunity to the last address on record with the Hospital by **registered** mail, **addressed** to the last **address** on record with the Hospital. The Hospital will also notify the **President** of the **Local**. The notifications shall state the job to which **the** employee is eligible to be recalled and the date and time at which the **employee** shall report for work. Employees must notify the Hospital and the **Union**, in writing, within ten (10) calendar days of the post marked **registered** letter **indicating** whether she will accept the recall. An **employee** who fails to notify the **Hospital** within such ten (**10**) **calendar** day period of their intention to return to work shall be deemed to

have terminated employment with the Hospital. This notice period may be extended by mutual agreement.

The employee is solely responsible for her proper address being on record with the Hospital.

- 13.09 No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- 13.10 (a) When a temporary full-time or part-time vacancy occurs which the Hospital intends to fill within a **24** month period following a lay off, the laid off employees shall be recalled in order of seniority provided they have the **qualifications** and ability and are **able** to do the job within a reasonable **familiarization** period.
- (b) The more senior laid off employee has the option of accepting the recall or remaining on lay off, provided there is a more junior employee on lay off who is qualified **and able** to do the job within a reasonable **familiarization** period, In such a case, the more junior employee is **required to accept the temporary vacancy regardless of status**. Failure to accept the recall will result in loss of seniority and employment with the Hospital.
- (c) For the purposes of this Article, a temporary vacancy shall **mean a vacancy** of at least four **(4)** weeks in duration.
- (d) An employee recalled into a **temporary** position shall have the **24** month recall period **reestablished** upon completion of thirty **(30)** working days within a period of twelve **(12)** months of being **recalled**.

Article 14 - Technological Change

- 14.01 The Hospital undertakes to notify the Union in advance, so far as practicable, of any technological changes which the Hospital has decided to introduce which will significantly change the status of employees within the bargaining unit.

The Hospital agrees to discuss with the Union the effect of such technological changes on the employment status of employees and to consider practical ways and **means** of **minimizing** the adverse effect, if any, upon employees concerned.

Employees with one or more years of continuous service who are subject to layoff under conditions referred to above, will be given notice of the impending change in employment status at the earliest reasonable time in keeping with the notification to the Union as set forth above and the requirements of the applicable legislation.

- 44.02 Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employees shall be given a period of training, with due consideration being given to the employee's previous educational background, during which they may perfect or acquire the skills necessitated by the newer method of operation. The employer will assume the cost of tuition and travel. There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six months.

Article 15 - Job Posting, Promotion and Transfer

- 15.01 Where a permanent vacancy exists which the Hospital intends to fill, or where the Hospital creates a new position in the bargaining unit, such vacancy shall be posted for a period of seven (7) calendar days. All subsequent positions which the Hospital intends to fill will be posted for three (3) days exclusive of Saturday, Sunday and holidays. Application for such vacancies shall be made in writing to the Human Resources Department within the seven (7) or *three (3) day period referenced herein.

The Hospital will post temporary vacancies of at least six (6) months or more in duration which it intends to fill, for a period of seven (7) calendar days. The Hospital will be obligated to post only the initial temporary vacancy. The Hospital may take steps as is necessary, to fill subsequent vacancies.

Employees initially hired to fill a temporary vacancy will not accrue seniority during the filling of such vacancy. The release or discharge of such employee during the course of or at the completion of the temporary vacancy shall not be subject to a grievance or arbitration. If such employee successfully posts into a permanent position within the bargaining unit, prior to the end of the temporary assignment, they will be credited with seniority from their last date of hire.

- 15.02 Job postings shall minimally include the following information: Department, Classification, Status (FT/PT), qualifications.
- 15.03 A copy of the posted notice will be sent to the Local President or her designate, within the aforementioned seven (7) calendar days.

- 15.04 The President of the local shall be advised in writing of the name of the successful candidate.
- 15.05 In filling posted vacancies the selection shall be made based on skill, ability, experience and qualifications of the applicants. Where these factors are relatively equal, bargaining unit seniority shall be the governing factor.
- 15.06 In matters of promotion and staff transfer, a successful bargaining unit applicant shall be allowed a trial period of up to thirty (30) working days during which the Hospital will determine if the employee! can satisfactorily perform the job. Within this period the employee may voluntarily return or be returned by the Hospital to the position formerly occupied without loss of seniority. Should the employee return or be returned to her former job, the filling of subsequent vacancies will be reversed.
- 15.07 An employee who is promoted to a higher rated classification within the bargaining unit will be placed in the range of the higher rated classification so that she shall receive an increase equal to or greater than the last incremental increase received in the classification prior to such promotion (provided that she does not exceed the wage rate of the classification to which she has been promoted). The employee's anniversary date will be adjusted to reflect the date of such promotion.
- 15.08 An employee selected as a result of a posted vacancy need not be considered for a further vacancy for a period of up to six (6) months from the date of selection.
- 15.09 The Hospital may temporarily fill any job vacancy while observing the procedure set out above,

Article 16 - Leaves of Absence

- 16.01 It is mutually agreed that the Hospital may grant leaves of absences without pay for legitimate personal reasons to employees covered by this Agreement. A leave of absence for legitimate personal reasons shall be applied for in writing by the employee to the Unit Manager at least two (2) weeks prior to the contemplated commencement of the leave of absence. The requirement of the two (2) week notice may be waived when in the opinion of the Hospital, such notice is not given due to circumstances beyond the control of the employee applying for the leave of absence. The application shall clearly state the reason for the leave of absence and the contemplated length of time during which the employee will be away from her work. It is understood that while an employee is on a leave of absence, she shall not engage in gainful employment. A leave of absence for legitimate personal reasons shall not

exceed the period of three (3) months. The three (3) month period may be extended if mutually agreed upon due to extenuating circumstances. Individuals who are denied a leave of absence may request to meet with the Director of Human Resources or designate in order to obtain the reasons for the denial of the leave of absence.

The decision of the Hospital in granting or refusing applications for leave of absences in accordance with Article 16.01 of this Agreement shall not be the subject matter of any grievance or arbitration under this Agreement and the provision of Article 10 - Grievance and Arbitration Procedure of this Agreement, shall not be available to any employee who has been granted or refused an application for leave of absence, nor shall the provision of Article 10 - Grievance and Arbitration Procedure of this Agreement, be available to the Union on behalf of any such employee.

16.02 (a) (i) Local Union Business Leave

The Hospital agrees to grant leaves of absence without pay to Local Bargaining Unit members for the purpose of attending Union Seminars and/or attending to Union business, providing a suitable replacement can be obtained. The Hospital will make every reasonable effort to obtain a suitable replacement. The total leave of absence shall not exceed twenty (20) scheduled working days per person, per year. Not more than three (3) employees shall be eligible for such a leave of absence at one time, and of any such three (3) employees, not more than one (1) shall be from any one (1) work unit of the Hospital. The Hospital, in its discretion, may allow more than one (1) employee from any one work unit to be absent on such leave.

- (ii) A request for leave of absence shall be made by the employee or Union representative, in writing, not less than two (2) weeks prior to the commencement of such leave.

(b) Union Position Leave - Full Time

When an employee is selected as the Union's President or first Vice President (provincially) the Union will immediately following such election advise the Employer of the name of the employee so elected. Leave of Absence without pay shall be granted from the employee's place of employment for the duration of the current term of office. The Union and the Employer agree to meet at the earliest opportunity to negotiate provisions for the continuance of appropriate benefits.

- (c) When an individual of the bargaining units represented centrally by OPSEU is elected or appointed as an Executive Board Member, Executive Officer, or a member of Medical Division Executive, such an individual shall be granted leave of absence for the time off required to exercise the duties of such an appointment. Individuals requesting such leave of absence, are to provide the Employer with one (1) month's written notice except in extenuating circumstances. Such position shall be limited to one (1) member from the Hospital.
- (d) The Hospital will grant a leave of absence to an employee without pay or benefits for a period not to exceed six (6) months for the purpose of accepting a temporary full-time position with the Union. Application for such leave must be made at least one (1) month prior to commencement of the leave, and shall be granted to an employee on a "once only" basis during the term of the collective agreement. No more than one employee shall be absent on such leave at any one time. During such absence, the Hospital may fill the vacancy with a temporary employee or in such other manner as the Hospital shall deem fit.
- (e) For leaves of absence without pay for Union business specified under Articles (a) and (c) above, the employee's salary and applicable benefits will be maintained by the Hospital and the Union will reimburse the Hospital for the costs of salary and benefits. The Hospital will bill the Union and the Union will reimburse the Hospital within a reasonable period of time. In addition, there shall be no loss of seniority during such leave of absence.

16.03 Bereavement Leave

Any employee who notifies the Hospital as soon as possible following a bereavement will be granted bereavement leave for up to three (3) consecutive scheduled working days off without loss of regular pay from regularly scheduled hours within the seven (7) calendar day period commencing three (3) calendar days prior to the day of the funeral of a member of her immediate family. Immediate family for the purpose of this section shall mean spouse, child, parent, sister, brother, mother-in-law, father-in-law, grandparent, grandchild, brother-in-law, sister-in-law,

Any employee who notifies the Hospital as soon as possible following a bereavement will be granted a bereavement leave of one (1) working day without loss of regular pay from regularly scheduled hours within the seven (7) calendar day period commencing three (3) calendar days prior to the date of the funeral for the following family members - grandparent of spouse, uncle, aunt, niece, nephew, stepmother, stepfather, stepchild.

A request for a bereavement leave of absence shall be in writing on the form to be supplied by the Hospital, but because of the nature of the said bereavement leave of absence, such form may be completed by the employee after she returns to work.

In order to qualify for the foregoing bereavement leave of absence an employee may be required to supply proof of death by way of a doctor's certificate, death certificate or other evidence satisfactory to the Director of Human Resources.

- (i) In the event of the death of an employee's spouse, child, mother or father who normally reside outside of continental North America, the Hospital will, when the employee is not attending the funeral, at the request of the employee, grant a bereavement leave of absence without loss of pay for three (3) consecutive scheduled working days within the seven (7) calendar day period commencing three (3) calendar days prior to the date of the funeral. In the event of the death of an employee's sister, brother, mother-in-law or father-in-law, who normally reside outside continental North America, the Hospital will where the employee is not attending the funeral, at the request of the employee, grant a bereavement leave of absence! without loss of pay for one (1) day which day shall be the day following the date of receipt of notice of death, provided, such day is a scheduled work day for such employee.
- (ii) In the event of a death in the employee's immediate family which occurs outside of the North American continent, the employee will be entitled to three (3) days leave of absence with three (3) days pay if the employee travels to the country where the death occurred within two (2) weeks of the date of death.

16.04 Jury Witness Duty.

If an employee is requested to serve as a Juror in any Court of law or is required by subpoena to attend as a witness in a court proceeding in which the Crown is a party, or is required to attend a coroner's inquest in connection with a case concerning the Hospital, the employee shall not lose pay for regularly scheduled working hours missed due to such attendance, and shall not be required to work on the day of such duty, provided that the employee:-

- (a) informs the Employer immediately upon being notified that the employee will be required to attend Court or the coroner's inquest;
- (b) presents proof of service requiring the employee's attendance;

- (c) promptly repays the Employer the amount (other than expenses) paid to the employee for such service as a juror or for attendance as such witness; and,
- (d) is in attendance at the proceeding for the majority of the work day or is paid for hours in attendance to a maximum of 7.5 hours.

(Applicable to full-time employees)

In addition to the foregoing, where an employee is required by subpoena to attend a Court of law or coroner's inquest, in connection with a case arising from the employee's duty at the Hospital, on her regularly scheduled day off or during her regularly scheduled vacation, the Hospital will attempt to reschedule the employee's regular day off or vacation period, it being understood that any rescheduling shall not result in the payment of any premium pay. If the Hospital fails to reschedule such employees, the Hospital shall arrange lieu time off from work for all days the employees would otherwise be off work had it not been for the attendance at a Court or coroner's inquest.

(Applicable to part-time employees)

In addition to the foregoing, where a part-time employee is required by subpoena to attend a Court of law or coroner's inquest, in connection with a case arising from the employee's duties at the Hospital, on her regularly scheduled day off, she shall receive regular pay as if she had been scheduled to work that day.

16.05 (a) Pregnancy Leave

- (i) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this Agreement.

(Applicable to full-time employees and part-time employees)

- (ii) Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) plan, and retroactive to date of confirmation by the Unemployment Insurance Commission, an employee who is on pregnancy leave as provided under this agreement and who is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 18 of the Unemployment Insurance Act, 1971, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five per cent (75%) of her regular weekly earnings and the

sum of her weekly Unemployment Insurance benefits during her leave and any other earnings. Such payment shall commence following completion of the two week unemployment insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits, for a maximum period of fifteen (15) weeks for a pregnancy leave. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

This provision only applies to employees with at least thirteen (13) weeks of continuous service at the Hospital prior to the commencement of the pregnancy leave.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

(b) Parental leave

(i) Parental leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this agreement.

(Applicable! to full-time employees and part-time employees)

(ii) Effective on confirmation by the Unemployment Insurance Commission of the appropriate of the Hospital's Supplemental Unemployment Benefit (SUB) plan, and retroactive to date of confirmation by the Unemployment Insurance Commission, an employee who is on parental leave as provided under this agreement and who is in receipt of Unemployment Insurance parental benefits pursuant to Section 20 of the Unemployment Insurance Act, 1971, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five per cent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits during her leave and any other earnings. Such payment shall commence following completion of the two week unemployment insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in

receipt of Unemployment Insurance parental benefits, and shall continue while the employee is in receipt of such benefits, for a maximum period of ten (10) weeks for a parental leave. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the parental leave times her normal weekly hours.

This provision only applies to employees with at least thirteen (13) weeks of continuous service at the Hospital prior to the commencement of the parental leave.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

(Applicable to full-time employees)

- (iii) Where an employee has become a natural father or has qualified to adopt a child and has at least thirteen (13) weeks of service at the commencement of his/her approved parental leave, such employee may be entitled to extend the parental leave up to an aggregate of six (6) months without pay. Such employee shall advise the Hospital as far in advance as possible of their qualifying to adopt, and shall request the leave of absence in writing upon receipt of confirmation of the pending adoption. Such request for an extension of the parental leave shall not be unreasonably withheld,

It is understood that during any such extension of the parental leave, credit for service or seniority for the purposes of salary increments, vacation, sick leave, or any other benefits under any provisions of the collective agreement or elsewhere shall be suspended during such leave and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of subsidized employee benefits in which he or she is participating for the period of the absence.

(Applicable to part-time employees)

Where an employee has become a natural father or has qualified to adopt a child and has at least thirteen (13) weeks of service at the commencement of his/her approved parental leave, such

employee may be entitled to extend the parental leave up to an aggregate of six (6) months without pay. Such employee shall advise the Hospital as far in advance as possible of their qualifying to adopt, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. Such request for an extension of the parental leave shall not be unreasonably withheld.

16.06 Transfer of Pregnant Employees

Pregnant employees may request to be transferred from the current duties if, in the professional opinion of the employee's physician the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee if, she so requests, will be granted an unpaid leave of absence before commencement of her current, contractual maternity leave provisions.

16.07 Education Leave

Where the Hospital directs and the employee agrees to take an educational course, to upgrade or acquire new employment qualifications such employee shall not receive regular pay because of necessary absence from work due to participation in such course. The Hospital shall pay the full cost of such course in advance. The employee may apply to the Hospital for a reasonable advance to cover additional costs associated with the course.

16.08 Prepaid Leave Plan

(a) Purpose

The prepaid leave plan is a plan developed to afford employees the opportunity to take one (1) year leave of absence, funded solely by the employee through the deferral of salary over a defined period, in accordance with Part LXVIII of The Income Tax Regulations, Section 6801 (as may be amended from time to time).

(b) Application

Eligible employees must make written application to the Department Head, with a copy to the Director of Human Resources, at least six (6) months prior to the commencement date of salary deferral portion of the prepaid leave plan. Such application will outline the reasons the leave is being requested. Priority will be given to applicants intending to use the leave to pursue formal education related to their profession. As between two (2) or more candidates, from the same department, with the same intended purpose, seniority shall govern. The employee will be informed

of the disposition of this application as soon as is reasonably possible after the closing date for applications.

- (c) The number of employees that may be absent at any one time shall be limited to one (1) in the Diagnostic Imaging Department, two (2) in the Medical Laboratory Department and one (1) in the Respiratory Department with a limit of one (1) employee off in any one lab sub-unit.

(d) Nature of Final Agreement

Final approval for entry into the prepaid program, will be subject to the employee entering into a formal agreement with the Hospital, authorizing the Hospital to make the appropriate deductions from the employee's pay. The Agreement will also include:

- (i) A statement that the employee is entering a plan in accordance with Article 16.08 of the Collective Agreement.
- (ii) The period of salary deferral and the period for which the leave is requested.
- (iii) The manner in which the deferred salary is to be held. The Letter of Application to enter the plan will be appended to, and form part of, the written agreement.

(e) Deferral Plan

The deferral portion of the plan shall involve an employee spreading four (4) years salary over a five (5) year period, or such other schedule as may be mutually agreed between the employee and the Hospital. In the case of the Four (4) years salary over a five (5) year schedule, during the four (4) years of salary deferral twenty (20%) percent of the employee's gross annual earnings will be deducted and held for the employee. Such deferred salary will not be accessible to the employee until the year of the leave, or upon the collapse of the plan. In the case of another mutually agreed upon deferral schedule, the percentage of salary deferred shall be adjusted appropriately.

(f) Deferred Earnings

The manner in which the deferred salary is held, shall be at the discretion of the Hospital. The employee will be made aware in advance of having to sign any formal agreement, of the manner of holding such deferred salary.

Interest which is accumulated during each year in the deferral period shall be paid out to the employee in accordance with Part LXVIII of the Income Tax Regulations, Section 6801.

(g) Health and Welfare Benefit

All benefits shall be kept whole during the deferral period of the Plan.

(Applicable to full-time employees only)

Employees will be **allowed** to **participate** in **health and** welfare benefits plans during the year of **the** leave, but the full cost of such plans will be borne by the employees. Contributions to the Hospitals of Ontario Pension **Plan** will be in accordance with the Plan. Notwithstanding the above, the employees shall not be eligible to participate in the disability income plan during the year of the leave.

(h) Seniority and Service

(Applicable to full-time **employees** only)

During the year of the leave, seniority shall continue to accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of the leave.

(i) Assignment on Return

On return from leave, a participant will be assigned to **his/her** former position unless it is no longer available. In such a case the employee will be given a **comparable** job, if possible, or the layoff provisions will be applied.

(j) ~~Withdrawals~~ t s

- (i) The participant may withdraw from the plan **at** any time up to a date of three **(3)** months prior to the **commencement** of **the** leave. Deferred salary and accrued interest will be returned to the participant within a reasonable **period** of time.

(ii) Termination of **Employment**

If the participant resigns or is **terminated**, prior to the **commencement** of the leave, deferred salary plus interest will be returned to the participant within a reasonable period of time. **In the**

event of the death of the participant, such funds will be paid to the participant's estate.

(k) Replacement Employees

The Hospital will endeavor to find a temporary replacement for the employee, as far in advance as practicable. If the Hospital is unable to find a suitable replacement, it may postpone the leave. If after a period of postponement, a suitable temporary replacement cannot be found, the Hospital will have the option of considering a further postponement or of collapsing the plan. The employee, subject to such a postponement will have the option of remaining in the plan and rearranging the leave at a mutually agreeable time, or of withdrawing from the plan as outlined in Article 16.08(j).

(l) Plan Year

The year for the purposes of the plan shall be from September 1, of one year to August 31st of the following year, or such other years as the parties may agree to.

- (m) Employees in the bargaining units at the Hospital represented by OPSEU selected to fill vacancies resulting from replacing an employee on a prepaid leave need not be considered for other vacancies, while replacing such employee. Upon completion of the leave?, the replacing employee will be returned to her former position, and the filling of subsequent vacancies will likewise be reversed.

Employees newly hired to fill vacancies resulting from replacing an employee on prepaid leave will not accrue seniority during the filling of such vacancies. Furthermore, such employees need not be considered for other vacancies. If such employees do post into permanent positions, they will be credited with seniority from their last date of hire. The release or discharge of such employees will not be subject of a grievance or arbitration.

- 16.09 The refusal for an application of a leave of absence made by an employee shall not be subject of the grievance procedure but the employee concerned shall have the opportunity of an interview with the Hospital's Executive Director or his or her representative to obtain the reason for such refusal.

Article 17 -- Sick Leave and Long-term Disability

Note: Provisions of Article 17, Sick Leave and Long Term Disability apply to full-time employees, only.

17.01 The Hospital shall provide a short term sick leave plan at least equivalent to that described in 1982 Hospitals of Ontario Disability Income Plan (HOODIP) brochure.

Copies of the HOODIP brochure will be made available to employees upon request.

17.02 The employees will pay one hundred percent (100%) of the billed premium towards coverage of eligible employees under the Long Term Disability Plan under the Hospitals of Ontario Disability Insurance Plan (HOODIP). Employees shall pay the billed premiums through payroll deduction.

17.03 The Hospital further agrees to pay employees an amount equal to any loss of benefit under HOODIP for the first two (2) days of the fourth and subsequent period of absence in any calendar year,

17.04 Any dispute which may arise concerning an employee's entitlement to short term sick leave benefits may be subject to grievance and arbitration under the provisions of this Agreement.

17.05 Sick leave banks standing to the credit of an employee shall be utilized to supplement payment for the sick leave days which would otherwise be paid at less than full wages, or for sick leave days at no wages.

17.06 Payout of sick leave credits shall be made upon termination of employment or, in the case of the death, to the employee's estate. The amount of the payment shall be a cash settlement at the employee's then current salary rate for any unused sick credits to the maximum provided under the previous accumulating sick leave credit plan.

2 years	twenty-five (25%) percent
3 years	thirty-three (33%) percent
4 years	forty (40%) percent
5 years	fifty (50%) percent

17.07 Where an employee, employed as of the effective date of the transfer to HOODIP or equivalent, did not have the required service to qualify for payout on termination, she shall be entitled to the same payout provisions as set out in Article 17.06 above, providing she subsequently achieves the necessary service to qualify for payout under those provisions.

17.08 Where an employee, with accumulated sick leave credits remaining, is prevented from working for the Hospital because of an occupational illness and/or accident which is recognized by the Workers Compensation Board as compensable within the meaning of the Workers Compensation Act, the

Hospital, on application from the employee, will supplement the award made by The Workers Compensation Board, for loss of wages to the employee by such an amount that the award of the Workers Compensation Board for loss of wages, together with the supplementation of the Hospital, would equal one hundred (100%) percent of the employee's net earnings to the limit of the employee's accumulated sick leave credits. Employees may utilize such sick leave credits while awaiting approval of a claim for Workers Compensation.

- 17.09 Absence due to illness' or injury compensable by the Workers Compensation Board shall not be charged against sick leave credits.
- 17.10 The Hospital shall have the right to demand production of a medical certificate from the full-time employees when absent from duty due to illness or injury. Such medical certificate shall indicate the first and last day of sickness and that the employee is fit to resume work. When such medical certificate is demanded and not produced by the employee, the Hospital shall not be required to pay the employee wages for the time away from work. The Employer may request an employee attend at Employee Health Services in conjunction with an employee's return to work following such illness.
- 17.11 If an employee is on an approved sick leave and her accumulation of sick days have not been completely used, the employee will be paid for a scheduled holiday falling within such sick leave period and not as an approved paid sick leave.
- 17.12 The Hospital will, by the end of May in each year, advise each full-time employee of the amount of her unused sick leave credits as of January 1 of the same year.

Article 18 - Hours of Work & Overtime

- 18.01 (a) (Applicable to full-time employees)
 - (i) The regular work week shall be thirty-seven and one-half (37 1/2) hours exclusive of one-half (1/2) hour daily lunch period, or shall average seventy-five (75) hours exclusive of such daily lunch periods, during biweekly pay period, Employees must report for work in full uniform, where applicable, at the designated hour and place and remain, in full uniform, where applicable for the full shift.
 - (ii) The regular work week for full-time employees will be scheduled to provide for not more than seven (7) consecutive days of work and when an employee works seven (7) consecutive days, the Hospital shall use its best efforts to ensure that two (2) consecutive days off

will be scheduled immediately following the seven (7) day period. In any biweekly period, at least four (4) days off will be scheduled; two (2) of these days off will be scheduled consecutively unless otherwise agreed by the full-time employees concerned and the Hospital. It is understood that departmental scheduling arrangements contrary to the above, may occur provided that both the Hospital and employee agree to such arrangement.

- (iii) The Hospital hereby undertakes to use its best efforts consistent with the proper management of the Hospital to ensure that days off may be taken consecutively and to rotate days off so as to effect equal distribution thereof among the full-time employees employed within the bargaining unit described in Article 2.01 of this Agreement.
- (iv) It is the intention of the Hospital wherever possible, to give full-time employees a minimum of one weekend off in two. In any event, the Hospital guarantees that full-time employees will be given one (1) weekend off in three. It is understood and agreed that this clause will not apply to any full-time employee who, at her own request, and with the consent of the Hospital, works weekends on a regular basis.

(b) (Applicable to part-time employees)

- (i) Part-time employees shall be entitled to overtime pay at the rate of time and one-half (1 1/2) their regular straight time hourly rate for all hours worked in excess of 7.5 hours in any work day or in excess of seventy-five hours in any biweekly pay period.
- (ii) Part-time employees will work shift work and weekends as required by the Hospital. The Hospital will agree to distribute the work in an equitable manner or as agreed to by the parties.

The above does not pertain to individuals who have been hired to work weekends or shift work.

- (c) Where the Hospital and Union agree, subject to the approval of the Ministry of Labour, other arrangements regarding hours of work may be entered into between parties on a local level with respect to tours beyond the normal or standard work day in accordance with the provisions set out in Article 28.06 of the Collective Agreement.

18.02 There shall be a fifteen (15) minute rest period during each half (1/2) off a full shift worked at times designated by the Hospital. An occasional loss of an

employee's rest period due to an emergency shall not entitle her to financial reimbursement or equivalent time off.

- 18.03 (a) The Hospital will pay time and one-half ($1\frac{1}{2}$) an employee's regular straight time rate of pay, calculated to the nearest fifteen (15) minutes worked, for all time worked in excess of seven and one-half ($7\frac{1}{2}$) hours in any one (1) day, exclusive of a lunch period of one-half ($\frac{1}{2}$) hour, or seventy-five (75) hours in any biweekly pay period exclusive of daily lunch period of one-half ($\frac{1}{2}$) hour, but not both.
- (b) Notwithstanding the foregoing, work performed by employees employed within the bargaining unit described in Article 2.01 of this Agreement beyond the completion of any regular shift up to a maximum of fifteen (15) minutes shall not be considered overtime provided such work is not scheduled in advance and is part of the employee's normal duties; provided that if an employee is required to remain beyond the completion of any regular shift for a period in excess of fifteen (15) minutes, such employee will be paid overtime pay calculated at the rate of one and one-half ($1\frac{1}{2}$) times her regular straight time rate of pay for all time she is required beyond the completion of the regular shift.

18.04 Overtime Accumulation

Where an employee has worked and accumulated approved overtime hours (other than overtime hours related to paid holidays) up to a maximum of 7.5 hours, then such employee shall have the option of electing payment at the applicable overtime rate of time off equivalent to the applicable overtime rate (i.e., where applicable rate is one and one-half times, then time off shall be at one and one-half times). Where an employee chooses the latter option such time off will be taken at a time mutually agreeable to the Hospital and the employee, or payment in accordance with the former option shall be made.

- 18.05 If an employee is unable to take a lunch break during the course of their shift due to the requirements of patient care, she will be paid time and one-half ($1\frac{1}{2}$) her regular straight time hourly rate for all time worked in excess of her normal daily hours.
- 18.06 An employee who continues to work more than two (2) hours of overtime immediately following her scheduled hours of work, shall be provided with a meal allowance valued at the current price of a cafeteria meal as established at the time by the Hospital.
- 18.07 In the event that the Hospital fails to schedule sixteen (16) consecutive hours off between tours of duty, any employee so affected will in such event, be paid premium pay calculated at the rate of one and one-half ($1\frac{1}{2}$) time her regular

straight time rate of pay for the number of hours difference **between** sixteen (16) and **the actual** number of consecutive hours off. The parties **recognize** however, that there is more than one (1) starting time on the **second** shift (day shift) and if an employee is scheduled to work on a second starting time which is on the day shift, this allows for fourteen (14) hours or more off between shifts, the preceding premium pay provisions in this sub-article shall not apply.

- 18.08 Tours of duty will be posted by the Hospital showing a **minimum** of four (4) weeks. Requests for specific days off are to be submitted in writing to the department head at least two (2) weeks in advance of posting.

Requests for change in posted tours of duty initiated by the **employee** must be in writing to the **employee's** supervisor and cosigned by the employee willing to exchange days. Such change must be approved by the Hospital, and shall not result in overtime compensation of payment. A change in posted tours of duty initiated by the Hospital, shall not be made without the consent of the employee whose schedule is being changed. A change made with the consent of the employee shall not result. in premium payment being made to such employee.

The Hospital shall post no later than November 15 -- the schedule covering the period from **December 15** to January 3.

- 18.09 When a full-time employee is required by the Hospital to work on her scheduled days off, she will be paid her premium pay for all hours so worked calculated at the rate of **one and one-half (1 1/2)** times her regular rate of pay,
- 18.10 Employees who work on **the** shift when conversion from standard time to daylight standard time or vice versa occurs will be paid on a straight time basis the actual hours worked on a particular shift.
- 18.11 (a) If a Lab Assistant has the qualifications and is required to perform the functions of an **MLT** for any portion of the shift she shall be compensated at the **MLT** rate for the entire shift.
- (b) Lab Assistants who work **as MLT's** shall move up one (1) level on the **MLT** wage scale for every seventeen hundred and sixty-two (1762) hours worked as an **MLT**.

18.12 Hours of Work

An employee who reports for work for which she is scheduled but for whom no work is available shall be paid four (4) hours time calculated **at** her regular straight time rate of pay.

Article 19 - Standby

- 19.01 An employee required to standby or remain available for call-back duty on other than regular scheduled hours shall be paid at the rate of two dollars and fifty cents (**\$2.50**) per hour of standby time. Where such standby falls on any of the designated holidays listed in the collective agreement, the employee shall be paid at the rate of three dollars (**\$3.00**) per hour of standby time. Hours worked for call-back shall be deducted from hours for which the employee receives standby pay. However, an employee shall be entitled to a minimum of five dollars (**\$5.00**) for each eight hour period on standby even if called back to work.

Article 20 - Call Back

- 20.01 (Applicable to full-time and regular part-time employees only.)

An employee who is called to work after leaving the Hospital premises and outside of her regular **scheduled** hours, shall be paid at time and one-half (1 1/2) her regular straight time hourly rate for work performed on each call-in, with a minimum payment of four (**4**) hours at straight time. The reference to leaving the Hospital premises referred to above will not be applicable where an employee remains in the Hospital on standby arrangement with the Hospital.

(Applicable to part-time employees only)

For purposes of clarification, Article 20.01 does not apply to pre-scheduled hours of work. Article 20.01 does not apply where the employee elects to work additional unscheduled hours made available by the Hospital.

Article 21 - Shift Premium

- 21.01 The employee shall be paid a shift premium of one (**\$1.00**) dollar per hour for each hour of the evening shift where the majority of the hours worked on the shift occur **after** fifteen hundred (**1500**) hours. The employee shall be paid shift premium of one dollar and twenty-five (**\$1.25**) cents for each hour worked on the night (midnight shift) where the majority of the hours worked on the shift occur after twenty-three hundred (**2300**) hours. Shift premium will not form part of the employee's straight time hourly rate.
- 21.02 An employee shall be paid a weekend premium of one dollar and thirty-five cents (**\$1.35**) per hour for each hour worked between **2400** hours Friday, to **2400** hours **Sunday** or such other forty-eight (**48**) hour period that the Hospital

may establish. If an employee is in receipt of premium payment at the rate of time and one-half (1½) or greater pursuant to a scheduling regulation for weekend work, she will not receive weekend premium under this provision.

Article 22 - Transportation Allowance

22.01 When an employee is required to travel to the Hospital, or to return to her home, as a result of being called back to work outside of her regularly scheduled hours, the Hospital will pay transportation cost's either by taxi or by her own vehicle at the rate of twenty-two (\$0.22) cents per kilometer with a minimum payment of two (\$2.00) dollars; to a maximum of sixty-four (64) kilometers round trip, or such greater amount that the Hospital may in its discretion determine for each trip, The employee will provide to the Hospital, satisfactory proof of payment of such taxi fare with a minimum of \$2.00.

Article 23 - Responsibility Pay

23.01 Any Registered Technologist or Therapist working for four (4) consecutive hours or more shall receive seventy-five cents (.75 cents) per hour premium when replacing a person in a higher paying classification.

Article 24 -- No Pyramiding

24.01 Premium payment (including both overtime and holiday premium payments) shall be calculated and paid under one provision of this Agreement only, even though the hours worked may be premium payment hours under more than one provision. In such circumstances, the highest premium will be applied. The provision of this clause will not negate any entitlement to shift premiums, standby, or weekend premium.

Article 25 -- Paid Holidays

25.01 (Applicable to full-time employees)

The following twelve (12) holidays will be recognized as paid holidays for all full-time employees who have completed their sixty (60) day probationary period:

New Year's Day
Second (2nd) Monday in February
Good Friday
Easter Monday
Victoria Day
Second (2nd) Monday in June
Canada Day
Civic Holiday
Labour Day
Thanksgiving Day
Christmas Day
Boxing Day

25.02 (a) (Applicable to full-time employees)

An employee employed on a full-time basis who is not required by the Hospital to work on a paid holiday shall be paid one (1) day's pay **calculated** at her regular straight time rate. In order to qualify for such payment, the **employee** must have **worked** her last scheduled working day prior to such paid **holiday** and she must work her next scheduled **working** day following such paid **holiday**, unless she was unable to do so **because** of illness or injury established by the production of a medical certificate or other proof satisfactory to the Director of Human Resources.

(b) (Applicable to full-time employees)

An employee employed on a full-time basis who is scheduled to work on a paid holiday **and** who actually works on a paid holiday may elect either:

- (i) to be paid for all hours worked on such paid holiday at the rate of one and one-half ($1\frac{1}{2}$) times her regular rate of pay in **addition** to her regular rate of pay; or,
- (ii) to be paid for all hours worked on such paid holiday at the rate of one and one half ($1\frac{1}{2}$) times her **regular** rate of pay and to have an alternative day off at regular pay (such day to be given by the Hospital within six (6) weeks after the paid **holiday** or a **mutually** agreeable time but in no event to exceed three (3) months).

(c) (Applicable to full-time employees)

In the event that a paid holiday occurs during the employee's vacation period, she shall, in such event, be entitled to one (1) additional day of vacation which extra day shall be taken in conjunction with her vacation.

25.03 (Applicable to part-time employees)

An employee employed on a **part-time** basis, and who is scheduled to work on a holiday and actually works, shall be paid for all hours worked on such holiday at the rate of two (2) times her regular rate of pay. In order to qualify for such **payment** the employee must have worked her last scheduled working day prior to such holiday, **unless** she was unable to do so because of illness or injury established by the production of a **medical** certificate or other proof satisfactory to the Director of Human Resources or designate.

25.04 Any employee who is required to work overtime on a paid holiday will receive two (2) times her regular straight time hourly rate of pay for any additional hours worked.

25.05 An employee who qualifies to receive pay for any holiday will not be entitled, in the event of illness, to receive sick pay in addition to holiday pay, in respect of the same day.

Article 26 -- Vacations

26.01 (a) (Applicable to full-time Technologists)

Technologists who have completed less than one (1) year of continuous service as of April 30th shall be entitled to a vacation on the basis of 1.25 days per month for each completed month of service with pay in the amount of six (6%) percent of gross earnings.

Technologists shall receive with pay:

- 3 weeks vacation after 1 year of continuous service;
- 4 weeks vacation after 3 years of continuous service;
- 5 weeks vacation after 15 years of continuous service;
- 6 weeks vacation after 25 years of continuous service;

(b) (Applicable to full-time Lab Assistants)

Lab Assistants who have completed less than one (1) year of **continuous** service as of April 30th shall be entitled to a vacation on the basis of .83 days per month of each completed month of service with pay in the amount of four (4%) percent of gross earnings.

Lab Assistants shall receive with pay:

- 2 weeks **vacation** after 1 year of continuous service;
- 3 weeks vacation after 2 years of continuous service;
- 4 weeks vacation **after** 5 years of continuous service;
- 5 weeks vacation after **15** years of continuous service;
- 6 weeks vacation after **25** years of continuous service;

(c) (Applicable to regular **part-time** employees only)

All regular part-time employees shall **be** entitled to **vacation** pay based upon an applicable percentage **provided** in accordance with vacation **entitlement** of full-time **employees** of the gross salary for work performed in the preceding year. Equivalent years of service shall be used to determine vacation pay entitlement, Equivalent years of service shall be calculated on the **basis** of one (1) year of service for each 1762 hours worked.

less than 3 weeks vacation entitlement	4% of gross salary for work performed
3 weeks vacation entitlement	6% of gross salary for work performed
4 weeks vacation entitlement	8% of gross salary for work performed
5 weeks vacation entitlement	10% of gross salary for work performed
6 weeks vacation entitlement	12% of gross salary for work performed

Notwithstanding this provision the calculation of service for the **purposes** of vacation **entitlement** will **include** service accrued during a pregnancy leave or parental leave on the **basis** of seniority accrual during **such** leave in accordance with Article 12.03 (b) of this Agreement.

- 26.02 Should an employee terminate with less than two (2) weeks notice of termination, vacation pay requirements of The Employment Standards Act will apply.
- 26.03 Where an employee is **hospitalized** for **non-elective** treatment or procedure immediately prior to or during **scheduled** vacation time, **the** employee will be allowed to cancel the **vacation** period and **reschedule** the vacation period at a later **date** mutually agreeable to the employer and the employee. **|||** **rescheduling**, the employee will not be allowed to change the vacation time **already** allotted to more junior employees,
- 26.04 If **requests** for vacation are submitted by March **15th** and **by** the first Monday in **October** the **employee** will not **be** required to work the weekend immediately prior **to** or immediately **following** the employees approved vacation.

For all other vacation requests the employer will **endeavor** to provide the weekend before and after the approved vacation period off.

26.05 A full-time or part-time employee, who, between the period of May 1st and September 30th in any year, completes such number of **years** of continuous service so as to be entitled to an additional week of vacation in accordance with the other provisions of this Article, shall be entitled to, and **shall** receive an additional week of vacation with pay. Such additional week of vacation must be taken subsequent to the date of entitlement thereto and prior to the end of the vacation year, and shall be subject in **all** respects to the other provisions of this Article.

26.06 "Continuous Service," in this Article, shall be defined as the working of 1950 hours exclusive of the daily **one-half** ($1/2$) hour lunch period, in each year, **calculated** as follows:

- (i) All time worked;
- (ii) Absence due to bereavement leave or approved leave of absence to a maximum of four (**4**) weeks;
- (iii) Absence because of illness or injury not to exceed the employee's accumulation under Article **24** of this Agreement at the time of calculating the vacation pay;
- (iv) Vacation **and** paid holidays

Vacation time and pay shall be prorated for any "full-time employee who does not have "continuous service" in each vacation year as defined above.

26.07 Choice of vacation schedule between **December 23rd** in any year and January 3rd in the following year will be rotated by seniority.

The scheduling of work on Christmas and/or Boxing Day and New Year's Day will **be** on a rotational basis. In so far as is possible, if an employee is scheduled for Christmas and/or Boxing Day off, they can expect to work Christmas Day and/or Boxing Day the next time they are scheduled. The same will hold **true** with New Year's Day. Further, all qualified employees will be included in the scheduling rotation equally,

26.08 Vacation year for purposes of entitlement, and the taking of vacation, shall be defined as the periods between the first day of May in one (**1**) year and the thirtieth day of April in the year, following.

26.09 Vacation credits earned from May 1st to December 31st of one year, may be used commencing January 1st of the following year.

26.10 (a) The Hospital, in its discretion, shall determine the number of employees off on vacation at any **one** time, The Hospital will give every consideration to written requests for vacation periods during the vacation year in accordance with seniority, provided such written requests are received by the Department Head prior to March 15th in **each** year, covering the **period** of May 1st to December 31st in by the first Monday in October covering the period of January 1st to April 30th.

(b) If a **full-time** employee and a part-time employee submit written requests for the same vacation period, the request of **the** full-time employee will be given preference over that of the part-time employee notwithstanding that the full-time employee may have less seniority than the part-time employee.

(c) Employees may request a maximum of three (**3**) weeks **vacation** during the period of May 1st to September 30th. The Hospital will prepare and post the vacation schedule by the 15th day of April in each year. Employees must remit **their** vacation requests by April 30th, covering the open weeks remaining (if any) in the May 1st to September 30th period.

Vacation requests for the time frame of January 1st to April 30th in a vacation year must be submitted by the first Monday in October of the previous year. All such **requests** shall be considered on the basis of seniority.

(d) Outstanding vacation entitlement as of the! first working day of January of any vacation year will be **assigned** at the discretion of the Hospital.

(e) Notwithstanding (c) above, once every five (**5**) years, an employee can apply for vacation up to **their maximum** allocation on the basis of seniority.

26.11 The request of full-time employees will be given preference over that of the part-time employee notwithstanding that the full-time employee may have less **seniority** than the part-time employee.

26.12 (a) Employees may take two (**2**) weeks vacation (ten (10) days) in blocks of one (**1**) day or more, provided the employee:

- indicates their intention to take advantage of this **prior to March 15th** in each year.

- submits their request for specific days off two (2) weeks before the schedule is posted, With mutual agreement, the notice period set out above may be waived.
 - obtains approval of the appropriate supervisor.
- (b) It is **understood** that **week-long** blocks of vacation shall take precedence over **single** day vacation requests, regardless of seniority provided the submission is given within the time frame noted in (a) above.
- (c) Approval for single day vacations is done on a first-come, first-serve! basis.

26.13 Vacation shall not accumulate from one vacation year to the next.

Article 27 - Health and 'Welfare' Benefits.

27.01 Semi Private Hospital Insurance

The Hospital agrees to pay one! hundred percent (100%) of the billed premiums toward the coverage of eligible employees in the active employ of the Hospital under **Green Shield Semi Private Plan 1**.

27.02 Extended Health Care

Effective the first of the month following the date of the award the Hospital shall contribute on behalf of each eligible employee one hundred percent (100%) of the billed payable for **subscriber** and dependent coverage **under the Green Shield Prescription Drug Plan #3** with mandatory product selection (generic selection) (as such coverage is defined under the terms of this plan) including hearing aids with a maximum of **\$300.00** per person (Green Shield Audio Plan H3) and vision care with a maximum of **\$150.00** every 24 months per person (Green Shield Vision Plan 7) on behalf of all employees employed on a full-time basis who subscribe to the said plan. The employee co-pay portion shall be **one dollar and fifty cents (\$1.50)** for the drug portion and **\$15.00/\$25.00** deductible for **all other benefits**.

27.03 Dental

The Hospital shall implement a **Green Shield Plan #66** based on current **ODA** fee schedule effective as soon as possible following the date of the award when **enrollment** requirements have been satisfied. The **Hospital** shall pay seventy-five percent (**75%**) of the monthly premium rates on behalf of active employees, the balance being paid by participating employees through payroll

deduction. Employees will be enrolled in the existing Plan in accordance with the terms and conditions of the Plan.

Effective the first ('1 st) of the month following ratification, the Hospital will update the dental plan to include a benefit of orthodontics (\$2,000.00 maximum lifetime) and caps, crowns, and bridges (\$1,500.00 per calendar year). The Hospital will pay one hundred percent (100%) of the premium for this additional coverage only. The additional dental benefit and the employers share thereof is provided in exchange for the Bargaining Unit employees paying one hundred percent (100%) of the premiums for the Long Term Disability Coverage under the Hospitals of Ontario Disability Insurance Plan (HOODIP).

27.04 Group Life Insurance

Group Life benefits will be provided to eligible, full-time employees in accordance with the provisions of the Hospitals of Ontario Group Life Insurance Plan (HOGLIP) or other equivalent group life insurance plan. The Hospital shall pay 100% of the premiums for this benefit.

27.05 Change of Carrier

It is understood that the Employer may at any time substitute another carrier for any Plan (other than OHIP) provided the benefits are equivalent and are neither reduced nor increased. The Employer shall provide to the Union full specifications of the benefit programs contracted for before implementation of any change.

27.06 Part-time Benefits

A, part-time employee shall receive in lieu of all fringe benefits (being those benefits to an employee, paid in whole or in part by the Hospitals, as part of direct compensation or otherwise, including holiday pay, save and except salary, vacation pay, standby pay, call-in pay, responsibility pay, jury and witness duty, bereavement leave, and pregnancy and parental supplemental unemployment benefits) an amount equal to 14% of her regular straight time hourly rate for all straight time hours paid. For part-time employees who are members of HOOPP the percentage in lieu of fringe benefits is twelve percent (12%).

27.07 In the event of a full-time employee being absent from work due to illness or injury, the Hospital will continue to pay their share of the premiums for the benefit plans, listed above, while the employee is on sick leave (including the Unemployment insurance period) or on long term disability to a maximum of twenty-four (24) months from the time the absence commenced. During this said period of twenty-four (24) months, the full-time employee's share of the

said premiums, while absent as aforesaid, will be deducted from the full-time employee's sick pay while she is in receipt of same and upon sick pay being exhausted, such share will be deducted from her first pay upon her return to work, and in the event that she does not return to work, the full-time employee's share of the said premiums, may be deducted from any monies owing to the said full-time employee,

27.08 In the event a part-time employee, or her eligible dependent, suffers a life threatening illness or disease, the Hospital may, at its discretion, allow the part-time employee the opportunity to self pay the full monthly premium for prescription drug benefits covered under Article 27.02 for the duration of such illness or disease.

This Article is in keeping with the overall philosophy of the Health Centre and is not intended to provide a mechanism for part-time employees to pay prescription drug benefits without substantial cause.

27.09 In the event that an employee employed on a full-time basis is absent from work on an approved leave of absence for a period in excess of four (4) calendar weeks, such employee shall pay the cost of the premiums payable under the plans identified in Article 27.01, 27.02, 27.03 and 27.05, above for each such month. In the above case of a pregnancy or parental leave of absence, the Hospital will pay their part of the premiums for benefit plans as required by The Employment Standards Act. The premiums to be paid by such employee while absent as aforesaid, will be deducted from her first pay upon her return to work. In the event such employee does not return to work, the said premiums to be paid by her while absent as aforesaid, may be deducted from any monies owing to such employee.

27.10 In the event that a full-time employee is laid off the Hospital will only pay the premiums which are payable and which it is required to pay pursuant to the provisions of Article 27.01, 27.02, 27.03 and 27.05, above for the month in which such full-time employee is laid off, and the Hospital will not pay such premiums while the full-time employee continues to be laid off.

Article 28 - Miscellaneous

28.01 Whenever the feminine pronoun is used in this Agreement, it includes the masculine pronoun and vice versa, where the context so requires. Where the singular is used, it may also be deemed to mean plural and vice versa.

28.02 Hepatitis B Vaccine

When the Hospital identifies high risk areas where employees are exposed to Hepatitis B the Hospital will provide, at no cost to the employees, a Hepatitis B vaccine.

28.03 Professional Responsibility

Where an employee, or group of employees, covered by this Agreement and governed by an outside College under the Health Disciplines Act, have cause to believe that they are being asked to perform more work than is consistent with proper patient care it is agreed by the parties that such workload problems may be discussed by the Local Labour Management Committee. Such complaint must be filed in writing within fifteen (15) calendar days of the alleged improper assignment,

28.04 Contracting Out

The Hospital shall not contract out work currently performed by members of this bargaining unit if, as a result of such contracting out, a layoff of any bargaining unit employee occurs. This clause will not apply in circumstances where the Hospital no longer provides particular services, or as a result of the rationalization or sharing of services between Hospitals in a particular geographic district, or as a result of the withdrawal of the Hospital's license to perform such services,

28.05 Work of the Bargaining Unit

Supervisors or managers excluded from the bargaining unit shall not perform duties normally performed by members in the bargaining unit which shall directly cause or result in the layoff, loss of seniority or service or reduction in benefit to members in the bargaining unit.

28.06 Modified Work Program

The Hospital and Union recognize that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness.

Recognizing their responsibilities under the applicable legislation, the Hospital agrees to implement and the Union to participate in a hospital-wide Modified Work Program supporting the principle of prompt rehabilitation and return to work of injured workers.

Any written agreement regarding such a program will be attached as an Appendix to this collective Agreement.

28.07 Job Sharing

The parties agree to **implement** job sharing pursuant to the following provisions:

- (a) Job sharing requests with respect to full-time positions, shall be considered on an individual basis. The number of job sharing **arrangements** of any Unit will be determined by the Hospital;
- (b) Only full-time positions shall be considered for job sharing between two employees;
- (c) Total hours worked by the job sharers shall equal one (1) full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the two (2) **employees** and the department head, subject to the approval of Administration. Should any scheduling discrepancies between the job sharers arise, the decision of Administration **shall** be final.
- (d) Each **job** sharer may exchange shifts with each partner as well as with other employees, as provided by the Collective Agreement.
- (e) Job sharers involved, have the right to determine which partner works on scheduled, paid holidays and job sharers will only be required to work the number of paid holidays that the full-time employee would be required to work. It is agreed that for the **Christmas/NewYear** holiday provision, it is the position that rotates and not the individual.
- (f) Posted schedules for the job sharers shall be used on the schedules that would apply to a full-time employee holding that position. Such schedules shall conform with the scheduling provisions of the Collective Agreement. Job sharers **shall** not be required; but may consent to work any shifts outside of the shifts of the full-time position. It is understood that this is not **meant** to reduce the hours of another part-time **employee**.
- (g) The employees involved in a job sharing arrangement will be classified as regular, part-time.
- (h) It is expected that both job sharers will cover each other's incidental illness. If, because of unavoidable circumstances, one **cannot** cover the other, the Department Head must be notified to book coverage. Job

sharers are not required to cover for their partner in the case of prolonged (extended) absences.

- (i) Job sharers will receive part-time vacation entitlement as outlined in the Collective Agreement and will be **required** to cover each other during scheduled, vacation absences.
- (j) In the event that one (1) **member** of the job sharing arrangement goes on a leave of absence, the coverage will be negotiated with the Department Head but it is hoped that the **remaining** member of the position would be prepared to cover the leave of absence **as** much as possible.
- (k) Implementation.

Any full-time employee wishing to share the position, may do so without halving her half of the position posted. The other half of the job sharing position will be posted and a **selection** will be made on the criteria set out in the posting provisions of the Collective Agreement. If one of the job **sharers** leave the **arrangement**, and the Hospital decides to continue such job sharing position, her position **will** be posted. If there is no successful applicant to the position or if the Hospital decides not to continue the job sharing **arrangement** the shared position must revert to a full-time position. The remaining employee will have the option of continuing a full-time position or reverting to a part-time position, if one is available for which she is qualified. If she does not continue full-time, the position must be posted in accordance with the Collective Agreement.

- (l) Discontinuation.
 - (i) Either the Hospital or the Union may discontinue **any** job sharing arrangement within sixty (60) calendar days notice.
 - (ii) Upon receipt of such notice, a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation.
- (m) Full-time employees **shall** have preference over part-time employees when filling job sharing postings.

28.08 Laboratory coats or other suitable forms of protective clothing will be **supplied**, laundered **and** maintained at the Hospital's expense and will be replaced as needed without charge for Technologists and Laboratory Assistants. Those employees whose work exposes them to corrosive materials shall be given suitable protective **clothing**.

The Hospital will provide protective clothing for the use of Radiological Technologists in performing examinations. These will be supplied, laundered, maintained and **replaced** as **needed** at the Hospital's expense.

The Hospital will provide scrub uniforms and laboratory coats and other suitable forms of protective clothing to Respiratory Therapists. These will be supplied, laundered, maintained and replaced if **needed**, at the Hospital's expense.

- 28.09 The Hospital will provide a bulletin board within each department for the exclusive use of the Union. All material posted must be initialed by the Director of Human Resources or designate.
- 28.10 The parties agree that they will share equally the cost of printing the collective agreement by a source acceptable to both **parties**.
- 28.11 Retroactive pay will be paid not later than the regular payday for the third consecutive full pay period commencing after the receipt of any award by the Hospital, or date of ratification of the Collective Agreement.
- 28.12 (a) An employee who **has** an advanced certification will receive a premium of Sixty Dollars (**\$60.00**) per month over **and** above their salary entitlement, An employee must produce proof of qualifications before such premium is **recognized**.
- (b) **Each** full-time **employee** will be advanced from her present level to the next level set out herein twelve (**12**) months after she was last advanced (hereinafter called **her** "anniversary date"). If a full-time employee is absent without pay, from the Hospital and that time exceeds thirty (**30**) working days during any such twelve (**12**) months, her anniversary date will be extended by **the** length of such absence.
- 28.13 Employees will receive full pay and benefits while attending work related educational **classes** which are approved by the Hospital.

Article 29 - Compensation

- 29.01 **When** a new classification in the bargaining unit is established by **the** Hospital, or the Hospital makes a substantial change in the job content of an existing classification, the Hospital shall advise the Union of such new or substantially changed classification and the rate of pay which is established. If so requested within thirty (**30**) calendar days of such advice, the Hospital agrees to **meet** with the Union to permit **the** Union to make representations with respect to the

appropriate rate of pay, providing any such meetings shall not delay the implementation of the new or substantially changed classification. Where the Union challenges the rate established by the Hospital and the matter is not resolved following the meeting with the Union, the matter may be referred to arbitration in accordance with the arbitration provisions contained in this collective agreement, it being understood that any arbitration board shall be limited to establishing an appropriate rate based on the relationship existing among other classifications within the Hospitals and the duties and responsibilities involved, It is further understood and agreed that when determining the appropriate rate, primacy must be given to the relationship between job classifications covered by this collective agreement and that such relativity must be maintained. Each change in the rate established by the Hospital either through meetings with the Union or by a Board of Arbitration shall be retroactive from the time at which the new or substantially changed classification was first filled.

- 29.02 A claim for related experience if any, shall be made in writing by the employee at the time of hiring on the application for employment form. The employee shall cooperate with the Hospital by providing verification of previous experience. The Hospital will credit the employee with one (1) increment on the salary scale for every two (2) years of recent related full-time experience, as determined by the Hospital, to a maximum of two (2) increment levels below the maximum of the salary scale. The Hospital will discuss with the employees, where they will be placed on the salary scale at the time of hiring,

Beginning salary for graduate, registered radiological technologists, graduate registered laboratory technologists, or graduate registered respiratory therapists hired subsequent to the date of the execution of this Agreement, who were formally employed by Hotel-Dieu Grace Hospital in this classification, shall be determined in the same manner as outlined in the foregoing paragraph with the following exception: when totaling the value of her previous experience, the employees part service with Hotel-Dieu Grace Hospital's Radiological, Laboratory or Cardiopulmonary (Respiratory) Department shall be valued on the basis of one (1) annual increment for each one (1) year of experience to a maximum of three (3) annual increments.

For the purpose of this clause, as it applies to part-time employees, part-time experience will be calculated on the basis of One Thousand Seven Hundred and Sixty-two (1762) hours worked, equaling one (1) year of experience.

- 29.03 Part-time employees will accumulate service for purposes of progression on the salary grid, on the basis of one year of service for each 1762 hours worked.

Schedule A: Wages

Category	Date	Hourly	Monthly	Yearly
Charge MLT	1-Jan-95	\$19.32	\$3,139.50	\$3,297.13
	31-Mar-96	\$19.65	\$3,139.50	\$3,297.13
Respiratory	1-Jan-95	\$18.73	\$3,043.63	\$3,201.25
	31-Mar-96	\$19.06	\$3,097.25	\$3,254.88
Senior	1-Jan-95	\$17.95	\$3,196.88	\$3,068.08
	31-Mar-96	\$18.28	\$3,121.63	\$3,251.63
Senior Diagnostic Imaging	1-Jan-95	\$18.59	\$3,020.88	\$3,175.25
	31-Mar-96	\$18.92	\$3,074.50	\$3,228.88
Therapist	1-Jan-95	\$17.58	\$3,184.88	\$3,124.88
	31-Mar-96	\$17.91	\$3,003.00	\$3,124.88
Technologist	1-Jan-95	\$17.58	\$2,856.75	\$3,003.00
	31-Mar-96	\$17.91	\$2,856.75	\$3,003.00
Echo	1-Jan-95	\$17.58	\$2,856.75	\$3,003.00
	31-Mar-96	\$17.91	\$2,856.75	\$3,003.00
Technologist (Non-ARDMS)	1-Jan-95	\$17.91	\$2,910.38	\$3,056.63
	31-Mar-96	\$18.81	\$3,178.50	\$3,311.75
Non-Registered Tech	1-Jan-95	\$16.98	\$2,874.63	\$2,991.63
	1-Jan-95	\$17.69	\$2,874.63	\$2,991.63
Laboratory Assistant	1-Jan-95	\$14.51	\$2,463.50	\$2,565.88
	1-Jan-95	\$15.16	\$2,463.50	\$2,565.88



Notwithstanding this provision, the calculation of service for purposes of progression on the salary grid will include service **accrued** during a pregnancy leave or parental leave on the basis of seniority accrual during such leaves in accordance with Article 12.03 (b) of the agreement.

29.04 **Employees** who are in the employ of the Hospital as a Graduate Non-Registered Technologist or **Therapist**, when becoming a Graduate Registered Technologist or Therapist, shall receive a wage rate applicable to a Graduate Registered Technologist or Therapist, as the case **may** be, determined in the **following** manner:

The wage rate to be paid in the Graduate Registered Technologist or Therapist wage scale shall be one (1) increment level lower than the **increment** level the employee is receiving in **the** Non-Registered Graduate wage scale at the time of receiving her registration.

Article 30 - Termination of Employment

30.01 All regular employees shall give two (2) calendar weeks written notice of their intention to terminate their employment with the Hospital.

30.02 A regular employee while on a maternity leave of absence which has been granted in accordance with Article 14.05 of this Agreement shall give four (4) **calendar** weeks written notice of her intention to terminate her employment with the Hospital.

30.03 In cases where the written notice required by Article 30.01 and 30.02 above is not given, the Hospital may withhold from vacation pay, paid holiday pay or accumulated sick leave allowance, an amount not **exceeding** the equivalent of one (1) week of the employee's **basic** salary in lieu of the notice required.

30.04 The **requirement** of two (2) calendar weeks written notice and four (4) calendar weeks written notice, as the case may be, may be waived when such notice was not given due to circumstances beyond the **control** of the employee.

Article 31 - Duration & Renewal

31.01 This Agreement shall continue in effect until the **31 st of March, 1996** and shall continue automatically thereafter for **annual periods** of one year **each** unless either party notifies the other in writing that it intends to amend this Agreement.

Schedule B: Letters of Understanding

Re: Letter of Understanding

For the purposes of this letter the following will be deemed to be departments:

Respiratory
Microbiology
Chemistry
Haematology
Transfusion Services
Histology
Immunology
Phlebotomy Service
General Radiology
Ultrasound

To the extent **that** each of the above departments operate out of two (2) sites, they will be deemed to be one (1) department for the purpose of staffing and job posting. As such, prior to posting a position, the Employer has the ability to **assign** on the basis of seniority, those employee! within a department from one site to the other.

Letter of Understanding

Re: Negotiating Committee Membership

Recognizing that for the term of this Collective Agreement, and as long as there remains two (2) sites, the parties have agreed that there will be six (6) Negotiating Committee Members. One member will be from each of the Laboratory Unit and the Radiology Unit from each of the sites, One member will be from the Respiratory Unit. The remaining members will be appointed at the discretion of the Union.

Letter of Understanding

Re: Grace Site **MLT's** and **MRT's** and Respiratory Therapists, Both Sites -
Conversion to **HOODIP**

- (a) Effective upon ratification, the Hospital will assume total responsibility for providing and funding a short term sick leave plan at least equivalent to that described in 1980 Hospitals of Ontario Disability Income Plan **Brochure**. For the purpose of transfer to the short term portion of the disability program, employees on the payroll as of the **effective** date of transfer with three **(3)** months or more of service, shall be deemed to have three **(3)** months of service. For the **purpose** of transfer to the long term portion of **the** disability [program, employees on the active payroll as of the **effective** date of transfer with one **(1)** year or more of service shall be deemed to have one **(1)** year service.
- (b) Effective the first of **the month** following the transfer, all existing sick leave plans, in the participating hospitals shall be terminated and any provisions relating to this plan shall be null and void under **the** respective **collective agreements** except as to those provisions relating to payouts of unused sick leave benefits which are specifically dealt with hereinafter.
- (c) The existing sick leave credits for each employee shall be converted to a sick leave bank to the credit of the employee!. The sick leave bank shall contain the unused sick leave days to the credit of the employee on the effective date! of the transfer to the plan. The sick leave bank shall be **utilized** to:
 - (i) **supplement** payment for sick leave days under the new plan which would **otherwise** be at less than full wages, and;
 - (ii) where a payout provision **existed under** the former sick leave plan in the collective agreement, payout shall be made on the termination of employment, or in the case of death, to the employee's estate. 'The amount of the payout shall be a cash **settlement** at the employee's then current salary rate for any unused sick credits to a maximum provided under the sick leave plan in which she participated.
 - (iii) where, as of the effective date of transfer, an employee does not have the required **service to qualify** for **payout on termination**, her existing sick leave credit as of that date **shall nevertheless** be converted to a **sick leave** bank in accordance with the foregoing and she shall be entitled to the same cash out provisions as set out

in paragraph (b) above providing she subsequently achieves the necessary service to **qualify** for payout under the conditions of the sick leave plan in existence at **the** time of ratification.

Letter of Understanding

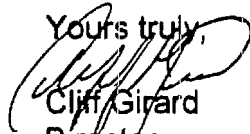
June 15, 1995
Mr. Gerry Layden
OPSEU
1485 Tecumseh Rd W
Windsor, Ontario

Dear Gerry:-

Re: Vacation

This is to acknowledge that by virtue of the implementation of the vacation schedule in **Article 26.01 (a)**, individuals will not have vacation weeks "taken away" should they be on a schedule that provides for less **vacation** than what they currently have. Such individuals however will **follow the** new vacation schedule for further vacation week increases,

Yours truly,



Cliff Girard
Director
Human Resources

Letter of Understanding

The parties **acknowledge** the existence of the Memorandum of Agreement between the Hospital and the Unions, including **OPSEU**, dated April 12, 1995, particularly Article 5 of the **agreement** "Job Security Measures".

Article 5 of the Agreement reads as follows:

The Hospital will provide to such full-time employees until they reach age **65** and who are in receipt of the Hospital's Pension Plan benefits on the same basis as is provided to active employees for semiprivate, Extended Health Care, and dental benefits, The Hospital will contribute the **same** portion towards the billed **premiums** of **these** benefit plans as is currently contributed by the Hospital to the billed premiums of active **employees**.

In the event of death of an eligible retiree, **the** surviving spouse shall be eligible to continua participation for the period of time the retiree was eligible to receive such benefits.

The parties agree **that** the provisions attached hereto represent the combined part-time **and** full-time collective agreement between the **Hotel-Dieu** Grace Hospital of Windsor and the Ontario **Public** Service Employees Union and its **Local 142**, expiring March **31, 1996**.

Signed at **Windsor** the 25th - day of April 1996.

For The **Hotel-Dieu** Grace Hospital

For The Ontario Public Service
Employees Union

Chiffon Yu
J. Boudry
Julia Salcesa

J.P. Beseac
Kevin Decker
Marilyn Rock
Bonnie Byman
Shonda Gibson
Maureen Saunt
J. Jones
Gerry Lloyd

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